



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

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August 4, 2015

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City of Philadelphia
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Philadelphia, PA 19102-1595

Case Number: 14-20-1200-0575

Fraternal Order of Police, Lodge #5
-and-
City of Philadelphia
Grievance: Corp Jacqueline Rivera #222954 -- Change of Plea Agreement by Police Commissioner

Dear Parties:

This will confirm that the above-captioned matter has been settled. Accordingly, the hearing scheduled for August 4, 2015, is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Administrator
Direct Dial: [REDACTED]
Email: [REDACTED]
Fax: (215)732-5002

CNN/eg

Cc: James C. Peck, Jr.
Benjamin Salvina

AMERICAN ARBITRATION ASSOCIATION

**FRATERNAL ORDER OF POLICE, LODGE
NO. 5,**

—and—

CITY OF PHILADELPHIA

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Grievant: Jacqueline Rivera

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Jacqueline Rivera ("Rivera") is employed by the City as a Police Corporal and is a member of the bargaining unit represented by the FOP; and,

WHEREAS, on or about March 5, 2012, Rivera pled Guilty at the Police Board of Inquiry pursuant to a plea agreement of an eight (8) day suspension. Cpl. Rivera was subsequently subjected to a disciplinary transfer from the 2nd Police District to the #39th Police District; and,

WHEREAS, Rivera initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved pending the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The Eight (8) day suspension shall be stand and be reflected in the Rivera's personnel record.
2. The disciplinary transfer shall be rescinded and shall not be reflected in Rivera's personnel record. Cpl. Rivera shall be immediately transferred from the 39th District to the 2nd Police District.
3. In consideration of the foregoing, the FOP and Rivera agree to withdraw the grievance and demand for arbitration in this matter.
4. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

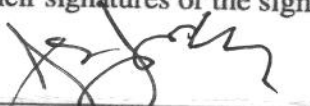
5. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

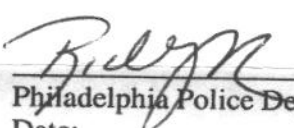
6. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

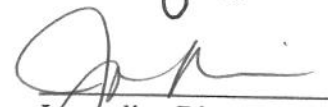
7. In further consideration of the foregoing, the FOP and Rivera, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

8. By entering into this Agreement and in exchange for the promises made herein, Powers, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Rivera in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Rivera, intending to be legally bound by this Agreement, enter into this Agreement this 5th day of June, 2015, as evidenced by their signatures or the signatures of their representatives below. *Amst*


Fraternal Order of Police,
Lodge No. 5
Date: 8-5-15


Philadelphia Police Department
Date:


Jacqueline Rivera
Date: 8-5-2015